Case Summary — Kelly Piquet v. Kiriluks Serviços de Beleza Ltda. et al.

Case No. 1003714-44.2016.8.26.0016
2ª Vara do Juizado Especial Cível – Vergueiro, Tribunal de Justiça do Estado de São Paulo (TJSP)

Type: Procedimento do Juizado Especial Cível (Small Claims Civil Procedure) — Civil Liability. This was a low-value civil dispute processed through São Paulo's small claims system, designed for minor claims under simplified rules.

Parties

- **Plaintiff:** *Kelly Sylvia Piquet*
- **Defendants:**
  - *Kiriluks Serviços de Beleza Ltda.* (primary defendant)
  - *Humberto Lukservicius*
  - *Cláudia da Silva Kiriyama*
  - *(Lilac Nails Salão de Beleza Ltda.* was originally named but later removed from the case)
- **Presiding Judge:** Dr. _Fábio In Suk Chang__

Core Dispute

Filed in **March 2016**, this small claims case originated as a **civil liability action** against a São Paulo nail salon business and its owners. The specific complaint details were minor in nature (the case record does not indicate any substantial injury or loss) and the matter was resolved through a **court-mediated settlement** rather than trial.
(*Reference: Piquet-Nail-Suit-10037144420168260016-01-Initial-Filing-History.pdf*)

Settlement Agreement (*Piquet-Nail-Suit-10037144420168260016-02-Settlement-Homologation-Failure.pdf*)

At a hearing on **February 15, 2017**, the court recorded the following terms:

1. **Payment:** Defendant **Cláudia da Silva Kiriyama** agreed to pay **R$1,600.00** (approx. USD $288 at the time) to Piquet within **15 business days**, either directly to her attorney or via judicial deposit.
2. **Renunciation:** Piquet **waived all claims** against co-defendants *Humberto Lukservicius* and *Kiriluks Serviços de Beleza Ltda.*, limiting the agreement solely to Cláudia Kiriyama.

3. **Receipt & Discharge:** Upon payment, Piquet granted **full and irrevocable release** of all material, moral, or contractual claims related to the incident.
4. **Judicial Homologation:** The settlement was **approved and incorporated into a judicial sentence** under **Article 487(III)(b)** of Brazil's Code of Civil Procedure, closing the "knowledge phase" of the case.

Subsequent Developments and Judicial Remarks

After the settlement, procedural issues delayed final execution:

- The court required Piquet's counsel to file a **"Formulário MLE"** (mandado de levantamento eletrônico) multiple times to withdraw the deposited amount.
- Judge Chang issued repeated warnings, ultimately stating on **June 21, 2017**, that the plaintiff was being summoned **"pela derradeira vez sob pena de extinção"** ("for the last time under penalty of case extinction") to complete the basic paperwork necessary to collect the funds.
  (*Reference: Piquet-Nail-Suit-10037144420168260016-01-Initial-Filing-History.pdf*)

Final Archiving

On **April 12, 2017**, the court confirmed that the settlement had been **fulfilled** and that the agreement constituted a **"negócio jurídico perfeito e acabado"** — a legally complete and valid contract. The judge denied any challenges to its validity.

The ruling emphasized that no legal basis existed for further complaints, noting both parties' attorneys had valid authority to settle and receive payments.

The case was **formally archived on August 2, 2017** after the funds were made available through a judicial lifting order (R$1,600).

Summary Assessment

The case reflects a **minor consumer or service-related dispute** resolved quickly through conciliation. Despite its small scale, the proceeding required repeated court intervention to ensure compliance with basic procedural steps, highlighting inefficiency rather than substantive harm.

The fact that the claim involved a low-value payout of **R$1,600** underscores the trivial nature of the litigation when set against Piquet's public persona and financial background.